

FILED '11 APR 15 16:09 USDC-ORN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

TAMIE RICHARDSON,

Plaintiff,

Civ. No. 10-3073-PA

ORDER

v.

First Horizon Home Loan
Corporation,

Defendant.

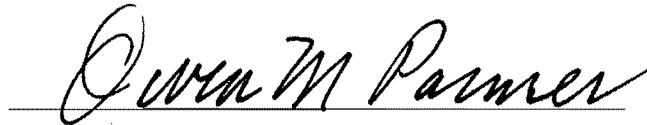
PANNER, J.

On January 18, 2011, I issued a detailed order explaining potential problems with *pro se* plaintiff's 28-page cut-and-paste complaint. I granted plaintiff leave to file an amended complaint. Plaintiff filed an amended complaint substantially similar, for motion to dismiss purposes, as the original complaint. For reasons explained in my January 18, 2011 order, and as discussed at the April 15, 2011 status conference, defendant's Motion to Dismiss (#78) is GRANTED and plaintiff's claims of Fraud, Breach of Contract, Breach of Contract of Good

Faith and Fair Dealing, Breach of Implied Contract, Breach of Fiduciary Duty, TILA and RESPA, IIED are dismissed. However, reading the complaint liberally, it is clear that plaintiff also raises a claim challenging the lawfulness of defendant's non-judicial foreclosure. This claim is not dismissed as plaintiff has raised specific factual allegations plausibly giving rise to the claim that defendant violated the Oregon Trust Deed Act. On June 28, 2011, the court will conduct a bench trial to determine whether defendant violated the Oregon Trust Deed Act.

IT IS SO ORDERED.

DATED this 15 day of April, 2011.

A handwritten signature in black ink, reading "Owen M. Panner", is written over a horizontal line.

OWEN M. PANNER
U.S. DISTRICT JUDGE